

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER PWBENV-3104-N001		PAGE 1 OF 51	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DABK07-03-R-0024	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME UMETRIA W. THOMAS		b. TELEPHONE NUMBER (No Collect Calls) 910-396-4362 X216		6. SOLICITATION ISSUE DATE 15-Aug-2003	
9. ISSUED BY FORT BRAGG DIRECTORATE OF CONTRACTING ATTN: SFCA-SR-BR BUILDING 1-1333 ARMISTEAD & MACOMB ST FORT BRAGG NC 28310-5000 TEL: (910) 396-4362 FAX: (910) 396-7872		CODE DABK07		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 8734 SIZE STANDARD:\$6,000,000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		12. DISCOUNT TERMS	
				13b. RATING			
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO PWBC ENVIRONMENTAL NATURAL RESOURCES DIV EDWARD SCHWACKE BLDG OT-9034A BUTNER ROAD FORT BRAGG NC 28310 5000 TEL: (910)396-3341 EXT 553 FAX: (910)396-4188		CODE W36B5K		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
						35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)			
				42d. TOTAL CONTAINERS			

Section SF 1449 - CONTINUATION SHEET

NOTES**NOTE 1: ADDENDUM TO 52.212-1, Instructions to Offerors – Commercial Items.**

1. Revise the first sentence of paragraph (a) entitled “North American Industry Classification System (NAICS) code and small business size standard” to read as follows: The NAICS code for this acquisition is 541380. The small business standard size standard for a concern which submits an offer in its own name is \$6,000,000.
2. Replace paragraph (b) entitled “Submission of offers” with the following instructions:

(b) Submission of Offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Only paper / hard copy proposals will be accepted. Faxed or emailed proposals will not be considered. Only offers submitted on the SF 1449 will be accepted. Proposals must contain the following information and be arranged in the following sequential order.

 1. SF 1449. The offeror must use the SF 1449 to submit an offer. The offeror must include all applicable information and must submit an original signed and dated SF 1449.
 2. Acknowledgment of Solicitation Amendments. The offeror must submit a statement to acknowledge solicitation amendments, if applicable. Solicitation amendments will be posted to the Fort Bragg Directorate of Contracting Web Site <http://www.bragg.army.mil/www-doc/Contractors/SOLICIT.HTM>.
 3. Schedule of Pricing. The offeror must submit a proposed unit price and amount for each Item No (CLIN) listed in the solicitation.
 4. Representations and Certifications, FAR 52.212-3 and DFARS 252.212-7000. The offeror must complete and submit the required representations and certifications.
 5. Past Performance Information. The offeror must submit at least three but no more than five past performance references for recent and relevant contracts performed within the past three years for the same or similar items required under the solicitation. The offeror may submit a separate page for additional references. Each reference must include the following information:
 - a. Contract Number and contract dollar value,
 - b. The contract period of performance,
 - c. A brief description of the contract requirements,
 - d. The contract point of contact, telephone number, and facsimile number.
 6. Banking Information. The offeror must submit the name and address of the offeror’s bank or financial institution, the offeror’s account number, and the name, title, and telephone number of the offeror’s point of contact. The banking information may be used, in part, to determine responsibility as required under FAR 9.104-1. The Government may request information from the offeror’s financial institution to determine that the offeror has adequate financial resources, or the ability to obtain the resources, to perform the contract requirements. The offeror should submit a statement authorizing the financial institution to release applicable information.

FAILURE TO PROVIDE THE ABOVE DOCUMENTS OR INFORMATION MAY EXCLUDE THE OFFEROR FROM CONSIDERATION.

3. Replace paragraph (c) entitled “Period of acceptance of offers” with the following instructions:
 - (c) Period of acceptance for offers. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers.
4. Replace paragraph (e) entitled “Multiple offers” with the following instructions:
 - (e) *Multiple offers*. Offerors shall submit only one offer presenting the terms and conditions or commercial items for satisfying the requirements of this solicitation.
5. Replace paragraph (h) entitled “Multiple Awards” with the following:
 - (h) *Multiple Awards*. The Government will award on an “all or none” basis.

NOTE 2: PROPOSAL SHALL BE SUBMITTED TO:

Fort Bragg Directorate of Contracting
 ATTN: Umetria Thomas
 Bldg 1-1333 Armistead and Macomb Streets
 Fort Bragg, NC 28310

FAXED or EMAILED PROPOSALS OR AMENDMENTS WILL NOT BE ACCEPTED UNLESS OTHERWISE STATED.

NOTE 3: BLOCK 18b SUBMIT INVOICES TO

**PUBLIC WORKS BUSINESS CENTER (PWBC), ENVIRONMENTAL SUSTAINMENT OFFICE (ESO), ENVIRONMENTAL BRANCH, UST PROGRAM
 MANAGER, MR. EDWARD A. SCHWACKE, FORT BRAGG, NC 28310**

NOTE 4: METHOD OF PAYMENT, Electronic Funds Transfer (EFT). Paying office will be DFAS, Rome, New York.

NOTE 5: BLOCK 25 ACCOUNTING AND APPROPRIATION DATA

Disregard annotation “FFP” in Contract Line Item Numbers (CLINs) 0003, 0004, and all corresponding option year CLINs (1003, 1004, 2003 and 2004). The quantity for CLIN 0003 is estimated and will be paid based on Contractors proposed rate times the number of hours actually required to perform approved work. CLIN 0004 is an estimated amount funded by the government and the Contractor will be reimbursed from this CLIN for the actual cost of parts and materials required to perform repairs.

The Contractor shall notify the Contracting Officer and the Contracting Officer’s Representative (COR) just prior to reaching 75% of the hours in CLIN 0003 (and corresponding option year CLINs) or the funds in CLIN 0004 (and corresponding option year CLINs).

NOTE 6: Vehicle Registration: The Contractor shall fully comply with the vehicle registration requirements regarding contractor-owned and contractor employee privately-owned vehicles (POVs) as set forth in Fort Bragg Regulation 190-5. Information on installation access and vehicle registration can be found at http://www.bragg.army.mil/16MP/vehicle_registration_information.htm. Any questions regarding the regulation or information on the website can be directed to 910-432-8193. Please be advised that Contractor vehicles and contractor employee POVs will be searched if the appropriate passes/decals are not displayed when entering Fort

Bragg Access Control Points (ACPs). All vehicles, including those with passes/decals, are subject to random search at any time.

PLEASE EMAIL ALL QUESTIONS AND INQUIRIES TO: Thomasuw@bragg.army.mil not later than 12:00 p.m. (noon) Monday, September 15, 2003. All questions and / or inquiries will be addressed in an amendment to the solicitation. Oral questions and /or inquiries will not be accepted.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0000	Base Year FFP The contractor shall furnish all labor, supervision, tools, equipment, parts, transportation, and materials necessary to perform all work in strict compliance with the specifications, schedules and other applicable contract documents. Required work is: routine maintenance, trouble-shooting, programming, repair and calibration on Underground Storage Tanks located on Fort Bragg, North Carolina for the period of 01 January 2004 through 31 December 2004. PURCHASE REQUEST NUMBER: PWBENV-3104-N001				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Monthly Inspections of RCRA-I USTs FFP Perform monthly inspections on tanks listed in Technical Exhibit 1 per scope of work. 44 Tanks per month * 12 months per year = 528 Tanks PURCHASE REQUEST NUMBER: PWBENV-3104-N001	528	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Impressed Current System Checks (60 day) FFP Perform Inspections on Impressed Current Systems as listed in Technical Exhibit 2 per Scope of Work. 8 sites (every 60 days) X 6 inspections annually = 48 sites per year. PURCHASE REQUEST NUMBER: PWBENV-3104-N001	48	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Hourly Rate for Unscheduled Repairs FFP Labor rate for estimated quantity of unscheduled repairs as defined in Scope of Work. Please specify the hourly rate. Minimum Hours charged = 1 Hour** (Contractor will be compensated for a minimum of one hour for service calls completed in less than one hour.) PURCHASE REQUEST NUMBER: PWBENV-3104-N001	600	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Parts and Materials FFP Provide materials and parts necessary to accomplish the work performed in CLIN 0003. Contractor shall not exceed the lump sum amount (\$38,000) for the base period. (No profit will be allowed on parts). If parts exceed \$500.00 for any service call, approval must be received from the Contracting Officer prior to ordering and replacement of the part. Please do not submit pricing for this line item. This CLIN will be funded by the Government (please see Note 5 of Section SF 1449 - Continuation Sheet). PURCHASE REQUEST NUMBER: PWBENV-3104-N001	38,000	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000 OPTION	Option Year 1 FFP The contractor shall furnish all labor, supervision, tools, equipment, parts, transportation, and materials necessary to perform all work in strict compliance with the specifications, schedules and other applicable contract documents. Required work is: routine maintenance, trouble-shooting, programming, repair and calibration on Underground Storage Tanks located on Fort Bragg, North Carolina for the period of 01 January 2005 through 31 December 2005. PURCHASE REQUEST NUMBER: PWBENV-3104-N001				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		528	Each		
OPTION	Monthly Inspections of RCRA-I USTs FFP Perform monthly inspections on tanks listed in Technical Exhibit 1 per scope of work. 44 Tanks per month * 12 months per year = 528 Tanks PURCHASE REQUEST NUMBER: PWBENV-3104-N001				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		48	Each		
OPTION	Impressed Current Checks (60-Day) FFP Perform Inspections on Impressed Current Systems as listed in Technical Exhibit 2 per Scope of Work. 8 sites (every 60 days) X 6 inspections annually = 48 sites per year. PURCHASE REQUEST NUMBER: PWBENV-3104-N001				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		600	Hours		
OPTION	<p>Hourly Rate for Unscheduled Repairs FFP</p> <p>Labor rate for estimated quantity of unscheduled repairs as defined in Scope of Work. Please specify the hourly rate.</p> <p>Minimum Hours charged = 1 Hour** (Contractor will be compensated for a minimum of one hour for service calls completed in less than one hour.)</p> <p>PURCHASE REQUEST NUMBER: PWBENV-3104-N001</p>				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		41,000	Lump Sum		
OPTION	<p>Parts and Materials FFP</p> <p>Provide materials and parts necessary to accomplish the work performed in CLIN 1003. Contractor shall not exceed the lump sum amount (\$41,000) for the base period. (No profit will be allowed on parts). If parts exceed \$500.00 for any service call, approval must be received from the Contracting Officer prior to ordering and replacement of the part.</p> <p>Please do not submit pricing for this line item. This CLIN will be funded by the Government (please see Note 5 of Section SF 1449 - Continuation Sheet).</p> <p>PURCHASE REQUEST NUMBER: PWBENV-3104-N001</p>				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2000	Option Year 2				
OPTION	FFP				

The contractor shall furnish all labor, supervision, tools, equipment, parts, transportation, and materials necessary to perform all work in strict compliance with the specifications, schedules and other applicable contract documents. Required work is: routine maintenance, trouble-shooting, programming, repair and calibration on Underground Storage Tanks located on Fort Bragg, North Carolina for the period of 01 January 2006 through 31 December 2006.
PURCHASE REQUEST NUMBER: PWBENV-3104-N001

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	Monthly Inspections of RCRA-I USTs	528	Each		
OPTION	FFP				

Perform monthly inspections on tanks listed in Technical Exhibit 1 per scope of work.

44 Tanks per month * 12 months per year = 528 Tanks
PURCHASE REQUEST NUMBER: PWBENV-3104-N001

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		48	Each		
OPTION	Impressed Current System Checks (60 day) FFP Perform Inspections on Impressed Current Systems as listed in Technical Exhibit 2 per Scope of Work. 8 sites (every 60 days) X 6 inspections annually = 48 sites per year. PURCHASE REQUEST NUMBER: PWBENV-3104-N001				

 NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		600	Hours		
OPTION	Hourly Rate for Unscheduled Repairs FFP Labor rate for estimated quantity of unscheduled repairs as defined in Scope of Work. Please specify the hourly rate. Minimum Hours charged = 1 Hour** (Contractor will be compensated for a minimum of one hour for service calls completed in less than one hour.) PURCHASE REQUEST NUMBER: PWBENV-3104-N001				

 NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004		42,000	Lump Sum		
OPTION	Part and Materials FFP Provide materials and parts necessary to accomplish the work performed in CLIN 2003. Contractor shall not exceed the lump sum amount (\$42,000) for the second option period. (No profit will be allowed on parts). If parts exceed \$500.00 for any service call, approval must be received from the Contracting Officer prior to ordering and replacement of the part. Please do not submit pricing for this line item. This CLIN will be funded by the Government (please see Note 5 of Section SF 1449 - Continuation Sheet). PURCHASE REQUEST NUMBER: PWBENV-3104-N001				

 NET AMT

FOB: Destination

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0000	POP 01-JAN-2004 TO 31-DEC-2004	N/A	PWBC ENVIRONMENTAL NATURAL RESOURCES DIV EDWARD SCHWACKE BLDG OT-9034A BUTNER ROAD FORT BRAGG NC 28310 5000 (910)396-3341 EXT 553 FOB: Destination	W36B5K
0001	POP 01-JAN-2004 TO 31-DEC-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W36B5K
0002	POP 01-JAN-2004 TO 31-DEC-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W36B5K
0003	POP 01-JAN-2004 TO 31-DEC-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W36B5K
0004	POP 01-JAN-2004 TO 31-DEC-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W36B5K
1000	POP 01-JAN-2005 TO 31-DEC-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W36B5K

1001	POP 01-JAN-2005 TO 31-DEC-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W36B5K
1002	POP 01-JAN-2005 TO 31-DEC-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W36B5K
1003	POP 01-JAN-2005 TO 31-DEC-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W36B5K
1004	POP 01-JAN-2005 TO 31-DEC-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W36B5K
2000	POP 01-JAN-2006 TO 31-DEC-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W36B5K
2001	POP 01-JAN-2006 TO 31-DEC-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W36B5K
2002	POP 01-JAN-2006 TO 31-DEC-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W36B5K
2003	POP 01-JAN-2006 TO 31-DEC-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W36B5K
2004	POP 01-JAN-2006 TO 31-DEC-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W36B5K

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.212-1	Instructions to Offerors--Commercial Items	OCT 2000
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.213-2	Invoices	APR 1984
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-17	Interest	JUN 1996
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-17	Government Delay Of Work	APR 1984
52.247-28	Contractor's Invoices	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003

CLAUSES INCORPORATED BY FULL TEXT

52.000-4000 ALTERNATE DISPUTES RESOLUTION (ADR) (DEC 1995) (CIL 96-10)

(a) In furtherance of Federal policy and the Administrative Dispute Resolution Act of 1990, ADR Act, Pub. L. 101-552, the Contracting Officer will try to resolve all post-award acquisition issues in controversy by mutual agreement of the parties.

(b) Interested parties are encouraged to use alternative dispute resolution procedures to the maximum extent practicable in accordance with the authority and the requirements of the ADR Act.

(c) The interested parties desiring to submit their disputes for resolution under ADR procedures shall submit a written request to the Director of Contracting of the installation involved in the acquisition. The request shall include requester's name, address, and telephone number, including FAX number, the event or action involved, including a detailed statement of all factual grounds for the dispute, a request for ruling and a request for relief. All requests must be signed by an authorized representative of the interested party.

(End of clause)

52.000-4004 FEDERAL HOLIDAYS (JAN 2000)

Federal Holidays are:

New Year's Day	1 January
Martin Luther King Jr.'s Birthday	Third Monday in January
George Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday of September
Columbus Day	Second Monday of October
Veteran's Day	11 November
Thanksgiving	Fourth Thursday of November
Christmas Day	25 December

When a holiday falls on a Sunday, the following Monday will be observed as a holiday and when a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government Agencies.

(End of clause)

52.000-4005 INVOICES (MAR 2000)

Invoices: The Contractor shall submit original invoices to **PUBLIC WORKS BUSINESS CENTER (PWBC), ENVIRONMENTAL SUSTAINMENT OFFICE (ESO), ENVIRONMENTAL BRANCH, UST PROGRAM MANAGER, MR. EDWARD A. SCHWACKE, FORT BRAGG, NC 28310.**

a. Invoice shall be prepared, dated and mailed on a monthly basis for each delivery order after completion of services. Invoices not prepared in accordance with the above may be rejected by the Government.

b. Payment will be made by:

Defense Finance & Accounting Services (DFAS) (Electronic Funds Transfer (EFT))
DFAS
ATTN: DFAS RO/FPB

325 Brooks Road
 Rome, New York 13441-4511
 (Customer Service: 800-553-0527)

c. Contract Administration Date:

- (1) The contract will be administered by the Directorate of Contracting (DOC), ATTN: SFCA-SR-BR, Building 1-1333, Armistead & Macomb Streets, Fort Bragg, North Carolina, 28310-5000, telephone number: (910) 396-4362, facsimile number (910) 396-5603.
- (2) The Contracting Officer, or his duly authorized successor, is authorized to take action on behalf of the Government which results in changes in the terms of the contract, including deviations from specifications, details and delivery schedules.

(End of clause)

52.000-4012 INSURANCE REQUIREMENTS (JUN 1999)

The following kinds and minimum amounts of insurance are required in accordance with FAR clause 52.228-5 entitled, "Insurance--Work on a Government Installation."

KIND:	AMOUNT:
Workmen's Compensation and Occupational Disease Insurance	Amount required by the State in which this contract is performed
Employer's Liability Insurance	\$100,000
Comprehensive General Liability Insurance for Bodily Injury	\$500,000 per occurrence
Comprehensive Automobile Liability	\$200,000 per person \$500,000 per occurrence for Bodily Injury and \$20,000 per occurrence for Property Damage
(End of Clause)	

52.000-4023 PREAWARD DATA (FEB 1999)

The Government reserves the right, prior to making an award, to conduct a preaward survey of the prospective contractors in order to determine that the contractors can meet the minimum standards for responsible contractors as defined in Federal Acquisition Regulation (FAR) 9.106. The preaward survey may include, but will not necessarily be limited to, the following factors:

- a. Financial resources such as sufficient working capital to permit performance under the contract for a period of sixty (60) days after the effective date of the contract before reimbursement by the Government;

- b. Ability to comply with required schedules;
- c. Past record of integrity;
- d. Past record of performance; and
- e. Ability to meet other qualifications and eligibility requirements to receive an award of a contract.
- f. An on-site inspection may be conducted of the facility of the apparent successful bidder (s) offeror(s) prior to contract award for specifications compliance.

A preaward survey may be conducted in order to determine contractor responsibility. Please provide three (3) performance references and one (1) financial reference in the spaces provided below. The performance references can consist of companies for which you have recently performed work. References must be of comparable magnitude and similar in nature to the work required under this solicitation. The financial reference should be your financial institution.

Three Performance References:

Name: _____
 Address: _____
 Point of Contact: _____
 Phone: _____
 Contract Number: _____
 Amount: _____
 Description: _____

Name: _____
 Address: _____
 Point of Contact: _____
 Phone: _____
 Contract Number: _____
 Amount: _____
 Description: _____

Name: _____
 Address: _____
 Point of Contact: _____
 Phone: _____
 Contract Number: _____
 Amount: _____ Description: _____

Financial Reference:

Name: _____
 Address: _____
 Point of Contact: _____
 Phone: _____
 Account Number: _____

(End of Clause)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Price and Past Performance. As authorized under FAR Subpart 13.5, Test Procedures for Certain Commercial Item, simplified procedures will be used to evaluate offerers and award the contract. Proposed prices will be evaluated for reasonableness using the price analysis techniques provided under FAR Part 15.404-1. The Government will evaluate Past Performance using the information obtained from the references provided by the offeror or information obtained from the Government's Past Performance Information Management System. The Government intends to award a contract to the responsible offeror who offers the lowest reasonable price and has satisfactory past performance records.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUL 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its

knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act --Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2003)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

XX ____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

____ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

____ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

____ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

____ (ii) Alternate I to 52.219-5.

____ (iii) Alternate II to 52.219-5.

XX ____ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

____ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

____ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

____ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

____ (ii) Alternate I of 52.219-23.

____ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX ____ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

XX ____ (12) 52.222-26, Equal Opportunity (E.O. 11246).

XX ____ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

XX ____ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

XX ____ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

____(16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

____ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

____ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

____(18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

____(19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

____(ii) Alternate I of 52.225-3.

____(iii) Alternate II of 52.225-3.

____(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX ____ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

____(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

____(23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

XX ____ (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

____(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

____(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

____ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

____ (28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

____Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

XX ____ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

XX ____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

FOR INFORMATIONAL PURPOSES ONLY:

FUEL DISTRIBUTION SYSTEM MECHANIC (WG-10): \$15.89

LABORER (WG-2): \$9.42

SCALE MECHANIC (WG-8): \$14.29

SEE WAGE DETERMINATION NUMBER 1994-2393, REVISION 25, DATED 05/30/2003 INCORPORATED AS TECHNICAL EXHIBIT 3.

XX ____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)(flow down required in accordance with paragraph (d) of FAR clause 52.247-64), and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within anytime prior to the expiration of the contract.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within anytime prior to expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend within 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 42 months.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert "None")	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the

manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause4)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mrs. Kelly Kraft, Contracting Officer, Fort Bragg Directorate of Contracting, Building 1-1333, Corner of Armstead and Macomb Streets, Fort Bragg, North Carolina 28310-5000.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision

by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far> or <http://farsite.hill.af.mil> or <http://www.ditc/mil/dfars>

(End of provision

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far> or <http://farsite.hill.af.mil> or <http://www.ditc/mil/dfars>

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

XX___ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

___252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

___252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

___ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

___ 252.225-7001 Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

XX___ 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

___ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

___ 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).

___ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (___Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

___ 252.225-7021 Trade Agreements (APR 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

___ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

_____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

_____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (APR 2003) (_____Alternate I) (APR 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

_____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

_____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

_____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

_____ 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).

XX_____ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

XX_____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (_____Alternate I) (MAR 2000) (_____Alternate II) (MAR 2000) (Alternate III) (MAY 2002) (10 U.S.C. 2631).

XX_____ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

STATEMENT OF WORK

DEPARTMENT OF LABOR WAGE DETERMINATION NO.94-2393, REVISION NO. 25, DATED 05/30/2003 IS APPLICABLE.

STATEMENT OF WORK

1. GENERAL. The contractor shall furnish all labor, equipment, transportation, and materials necessary to perform all work in strict compliance with these specifications, schedules, and other applicable contract documents.

2. LOCATION. FORT BRAGG, NORTH CAROLINA.

3. INSPECTION: Inspection will be by the Public Works Business Center (PWBC), Environmental Sustainment Office (ESO), Environmental Branch (Env Br), UST Program Manager / Contracting Officer's Representative (COR), Mr. Edward A. Schwacke (910)396-3341 ext. 353. Mr. Schwacke will be the Contract Officer Representative.

4. SPECIAL PROVISIONS.

4.1 Hours of Work. The contractor shall accomplish this work between the hours of 7:30 AM and 5:00 PM, Monday thru Friday. No work shall be performed on weekends or Federal holidays without written approval of the Contracting Officer.

4.2 Contractor shall wear distinctive clothing bearing the company's name and the employee's name clearly displayed at all times when working on Fort Bragg. Contractor must coordinate in advance with contact personnel for entry into any facility requiring security escort.

4.3 The contractor shall not employ any person who is an employee of the U.S. Government, if the employment of that person would create a conflict of interest.

4.4 Contractor must be able to provide up-to-date documentation of certification by Veeder Root, EECO, and Pnuemercator Automatic Tank Level Indicators (TLI) systems. Contractor must be a certified cathodic protection specialist to perform repairs and inspections on installed sacrificial and impressed current cathodic protection systems. The contractor must have a minimum of 2 years continuous experience in required scope of work and provide documentation to the Contracting Officer and Contract Officer Representative before contract award. Veeder Root, EECO, and Pnuemercator Systems may require setup, re-calibration, and re-certification after repair. The contractor will be certified IAW Title 40, Code of Federal Regulations (CFR), Section 280, to perform trouble-shooting and repair on installed current and sacrificial cathodic protection UST systems. Contractor must be qualified by the National Association of Corrosion Experts (NACE) to work on cathodic protection systems. All persons performing work for the contractor, either, as a direct employee or a sub-contractor must possess the certification for the work required.

5. SPECIAL CONSIDERATIONS.

5.1 Buildings will be occupied during accomplishment of work. Interference with and inconvenience to the occupants or the routine use of the building will be held to a minimum. The contractor will coordinate with the Army, Air Force Exchange Services (AAFES) if work will require shut down of their fuel operations during repair work. Contractor must also give prior notification to the Joint Special Operations Command (JSOC) in order to obtain a security escort. The contractor is responsible for providing such covering, shields, and barricades as required to protect the building occupants, furniture, equipment, supplies, etc. from dust, weather intrusion, or other damage resulting from repair construction.

6. SCOPE OF WORK.

6.1 The contractor shall furnish all labor, material, equipment, transportation, tools, supervision, and any other items necessary to perform required work. Required work is: routine maintenance, troubleshooting, calibration, programming, repair, and certification on RCRA-I USTs located on Fort Bragg as documented in Technical Exhibit (TE) I. Components will be Veeder Root TLI, EECO 1500 Series, Pneumercator TLI, Tank Master Jr. TLI, printer repair, Impressed Current Cathodic Systems, Spill and Overfill Containment, and Sacrificial Anode Cathodic Systems.

6.2 The contractor to perform monthly inspections on all RCRA-I USTs listed in TE-1. Inspection criteria will be all requirements of 40 CFR, Section 280 for visible violations of UST compliance requirements. Disassembly of components is not required during inspection. Monthly inspections will require checking performance spill and overfill alarms, installation of NCR paper in ATGs, line tightness test reports (if required by 40 CFR Section 280, Subpart D), Automatic Tank Gauge (ATG) test report of the installed systems described in paragraph 6.1. Minor troubleshooting of Alarm Reports on Veeder Root, EECO, and Pneumercator TLS will be required. Provide documentation of these inspections to the PWBC, ENRD, Env Br UST Program Manager / Contracting Officer's Representative (COR). Print outs of the installed ATG system will be considered documentation. When deficiencies are noted during inspection, provide estimate for repair with copy of inspection report. If deficiencies are found at time of inspection that could affect the compliance of the underground tank, notify the COR via telephone ASAP of the problem, cost to repair, and parts required to bring the tank back into compliance with applicable UST regulations.

6.3 The contractor will perform 60 day Impressed Current System checks IAW 40 CFR, Section 280. Sites requiring this inspection are listed in TE-2. The contractor will be responsible for maintaining records on inspections performed on installed Impressed Current Systems IAW 40 CFR, Section 280.31 and provide them to the PWBC, ENRD, Env Br, UST Program Manager / Contracting Officer's Representative (COR). Minor adjustments to the rectifier may be necessary during this site inspection. If deficiencies are found at time of inspection that could affect the compliance of the underground tank, notify the COR via telephone ASAP of the problem, cost to repair, and parts required to bring the tank back into compliance with applicable UST regulations.

6.4 When authorized by the UST Program Manager / Contracting Officer's Representative (COR) to make required repairs found during performance of Para. 6.2 and 6.3 inspections; the Contractor shall provide parts invoice with original repair reports to the Program Manager / COR as required. The Contractor shall provide the invoices and a report to the COR within 5 working days of work completion. The report shall include but is not limited to: description of work performed; the date and time the maintenance was performed; the location of the equipment; tank equipment number; the findings of the equipment condition (including any parts replaced); and whether or not the tank was returned to service, (Yes/No). These records will be maintained by the UST Program Manager / Contracting Officer's Representative (COR) IAW 40 CFR Section 280 and made available to regulatory agencies upon request. All work must be performed in a timely manner to ensure the UST remains in compliance with all applicable Federal and State requirements. Authorization for work will be through the PWBC, ENRD, Env Br, UST Program Manager / Contracting Officer's

Representative (COR), (910)396-3341 ext. 353. All work requires authorization by the COR or Contract Officer as applicable. Work performed without authorization may result in non-payment of invoice for the non-authorized work.

6.5 For all service calls, the contractor shall provide a separate service order showing the following: the date the work was performed; the time the maintenance started; the time the maintenance was completed; the location of the equipment; the building number; the tank equipment number; the findings of the equipment condition (including any parts replaced); the name of the person who called in the repair; the time the call was received; the nature of the call; the corrective action taken; and whether or not tank was returned to service, (Yes/No). Within five days of the service call the contractor shall provide a copy of completed service orders to the COR. When repairs are authorized by the COR, the Contractor shall provide parts invoice with original repair reports to the COR to be maintained IAW 40 CFR, Section 280.34(b). All work must be performed in a timely manner to ensure the UST remains in compliance with all applicable Federal and State requirements.

6.6. All parts shall be furnished by the Contractor, and shall be new and of the same quality as existing parts. The Contractor shall be reimbursed for the actual costs of parts required in the performance of this contract subject to the limits set forth herein. No profit will be allowed on parts. Reimbursement will be provided for those costs that are reasonable, allocable, and allowable in accordance with FAR Part 31. Parts exceeding \$500.00 shall not be purchased without prior approval from the Contracting Officer. Approval may be obtained telephonically but shall be confirmed in writing within 5 working days. A ceiling amount for CLINs 0004, 1004, and 2004 has been established. The Contractor shall not expend funds nor seek reimbursement in excess of the established ceiling amount. Any expenditures over the ceiling is done at the sole risk of the Contractor. Contractor shall notify the Contracting Officer prior to reaching 75% of the funds in CLINs 0004, 1004 and 2004 (or 75% of the hours in CLIN 0003, 1003 and 2003).

7. PREVENTIVE MAINTENANCE SERVICES.

7.1 The Contractor shall schedule monthly inspections of the 44 underground storage tank listed in TE-1.

7.2. Inspection criteria will be within the requirements of 40 CFR, Section 280.40 for the general requirements for all UST systems.

7.3. The Contractor shall perform the following preventive maintenance functions on USTs, which shall include but not limited to: checking performance of spill and overflow alarms, automatic tank gauging systems by performance of monthly op test, changing and installing printer tape, and troubleshooting error messages on the ATG system.

7.4. Calibrate automatic tank level systems IAW manufacturer specifications. Trouble shoot error messages listed on TLS printout. The installed systems are Veeder Root TLI, Pneumercator TLI, EECO 1500 Series, and Tank Master Jr. Printout of installed ATG test as documentation of site testing shall be provided to Contracting Officer Representative. .

- 7.5. Inspect mechanical joints for obvious leaks. Replace defective gaskets and repair any leaks.
- 7.6. Check and repair all electrical components including fuses, replace if required.
- 7.7. Check for proper operation of release detection equipment per manufacturer specifications. Ensure that installed equipment is calibrated, operated, and maintained in accordance with the manufacturer's instructions, including routine maintenance and service checks for operability or running condition.
- 7.8. Inspect spill and overfill equipment installed. Tighten/replace loose hose clamps if required.
- 7.9. Ensure automatic tank gauging meets the requirements of 40 CFR, Section 280.43(d).
- 7.10. Ensure automatic line leak detectors installed meets the requirements of 40 CFR, Section 280.44(a).
- 7.11. Ensure automatic TLS performs line tightness testing meeting the requirements of 40 CFR, Section 280.44(a).
- 7.12. Ensure all alarm systems are operational and audible to the operator if a leak is detected exceeding 3 gallons per hour or 10 pounds per square inch line pressure within an hour timeframe.
- 7.13. Ensure UST systems that convey contents under pressure have a properly operating line leak detector installed.
- 7.14. When deficiencies are noted during inspections, the Contractor shall provide an estimate of repair parts and service along with inspection report to the COR.
- 7.15. Perform 60 day Impressed Current Cathodic Protection (CP) System checks IAW the requirements of Title 40 of the Code of Federal Regulations, Section 280.31. Sites requiring this inspection are listed in TE-2. Minor adjustments to the rectifier may be necessary during the site inspection.
- 7.16. Maintain records for 60 days after CP inspections IAW 40 CFR, Section 280.31(d) and provide the original record of the inspection to the COR.
7. 17. Contractor will coordinate with COR prior to disabling any fuel transfer capabilities or back-up generator installed systems. This will allow coordination with AAFES and military units.

SITE	LOCATION	CAPACITY	CONTENTS	MONITORING DEVICE	CATHODIC PROTECTION DATA
1	1-1434-C	5000	DIESEL	VEEDER ROOT	NONE
2	1-1526-A	8000	DIESEL	VEEDER-ROOT	NONE
3	2-1423-B	15000	DIESEL	VEEDER-ROOT	NONE
4	3-1846-C	2500	USED OIL	VEEDER-ROOT	NONE
5	3-1945-B	2500	DIESEL	VEEDER ROOT	IMPRESSED CURRENT
	3-1945-C	1000	DIESEL	PNUEMERCATOR	NONE
6	3-1947-A	2500	DIESEL	VEEDER ROOT	IMPRESSED CURRENT
	3-1947-C	1000	DIESEL	VEEDER ROOT	NONE
7	3-2144-A	6000	DIESEL	VEEDER ROOT	NONE
8	3-2243-B	1000	DIESEL	VEEDER ROOT	NONE
9	3-2245-A	2000	DIESEL	VEEDER ROOT	IMPRESSED CURRENT (PIPE)
	3-2245-B	2000	DIESEL	VEEDER ROOT	IMPRESSED CURRENT
	3-2245-C	3000	DIESEL	VEEDER ROOT	IMPRESSED CURRENT
	3-2245-D	3000	DIESEL	VEEDER ROOT	IMPRESSED CURRENT
	3-2245-E	3000	DIESEL	VEEDER ROOT	IMPRESSED CURRENT
10	3-2448-A	3000	DIESEL	VEEDER ROOT	IMPRESSED CURRENT
	3-2448-B	3000	DIESEL	VEEDER ROOT	NONE
11	3-2742-D (J-POL)	10000	MOGAS	VEEDER ROOT	NONE
	3-2742-E (J-POL)	10000	JP8	VEEDER ROOT	NONE
	3-2742-F (J-POL)	1000	KEROSENE	VEEDER ROOT	NONE
12	3-2744-A	5000	HEATING OIL	VEEDER ROOT	NONE
13	3-3045-A	2500	DIESEL	VEEDER ROOT	NONE
14	3-3055-A	20000	DIESEL	VEEDER ROOT	NONE
15	3-3242-A (JSOC COM CTR)	6000	DIESEL	PNUEMERCATOR	SACRIFICIAL ANODE
16	4-2442-B	15000	DIESEL	VEEDER ROOT	NONE
17	8-1221-C	1000	DIESEL	VEEDER ROOT	NONE
18	A-3686-I (OD AAFES)	15000	MOGAS	VEEDER ROOT	NONE
	A-3686-J (OD AAFES)	15000	MOGAS	VEEDER ROOT	NONE
	A-3686-K (OD AAFES)	15000	MOGAS	VEEDER ROOT	NONE
	A-3686-L (OD AAFES)	15000	MOGAS	VEEDER ROOT	NONE
19	D-1402-E (SBH AAFES)	12000	MOGAS	VEEDER ROOT	NONE
	D-1402-F (SBH AAFES)	12000	MOGAS	VEEDER ROOT	NONE
	D-1402-G (SBH AAFES)	12000	MOGAS	VEEDER ROOT	NONE
	D-1402-H (SBH AAFES)	12000	MOGAS	VEEDER ROOT	NONE
20	F-1231-A (AAFES)	10000	MOGAS	VEEDER ROOT	NONE
	F-1231-B (AAFES)	10000	MOGAS	VEEDER ROOT	NONE
21	O-9087-A (ATF)	5000	MOGAS	VEEDER ROOT	NONE
	O-9087-B (ATF)	5000	JP8	VEEDER ROOT	NONE
22	W-3593-A	5000	DIESEL	EECO 1500	NONE
23	N-3905-A (AAFES)	12000	MOGAS	VEEDER ROOT	NONE
	N-3905-B (AAFES)	12000	MOGAS	VEEDER ROOT	NONE
	N-3905-C (AAFES)	12000	MOGAS	VEEDER ROOT	NONE
24	E-2310-A (AAFES)	12000	MOGAS	VEEDER ROOT	NONE
	E-2310-B (AAFES)	12000	MOGAS	VEEDER ROOT	NONE

TE-1

TECHNICAL EXHIBIT 1

TE-2

TECHNICAL EXHIBIT 2

LOCATION	CAPACITY	CONTENTS	COMP	CP DATA	LEAK DETECTION DEVICE
3-1945-B	2500	DIESEL	STI-P3	IMPRESSED CURRENT	VEEDER ROOT
3-1947-A	2500	DIESEL	STI-P3	IMPRESSED CURRENT	VEEDER ROOT
3-2245-A	2000	DIESEL	FRP	IMPRESSED CURRENT (PIPE)	VEEDER ROOT
3-2245-B	2000	DIESEL	STI-P3	IMPRESSED CURRENT	VEEDER ROOT
3-2245-C	3000	DIESEL	STI-P3	IMPRESSED CURRENT	VEEDER ROOT
3-2245-D	3000	DIESEL	STI-P3	IMPRESSED CURRENT	VEEDER ROOT
3-2245-E	3000	DIESEL	STI-P3	IMPRESSED CURRENT	VEEDER ROOT
3-2448-A	3000	DIESEL	STI-P3	IMPRESSED CURRENT	VEEDER ROOT

WAGE DETERMINATION**Technical Exhibit 3****WAGE DETERMINATION NO: 94-2393 REV (25) AREA: NC, FAYETTEVILLE**

WAGE DETERMINATION NO: 94-2393 REV (25) AREA: NC, FAYETTEVILLE

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

| Wage Determination No.: 1994-2393

William W. Gross

Division of |

Revision No.: 25

Director

Wage Determinations |

Date Of Last Revision: 05/30/2003

States: North Carolina, South Carolina

Area: North Carolina Counties of Beaufort, Bladen, Brunswick, Carteret, Columbus, Craven, Cumberland, Dare, Duplin, Greene, Harnett, Hoke, Hyde, Johnston, Jones, Lee, Lenoir, Martin, Moore, New Hanover, Onslow, Pamlico, Pender, Pitt, Richmond, Robeson, Sampson, Scotland, Tyrrell, Washington, Wayne, Wilson South Carolina Counties of Dillon, Horry, Marion, Marlboro

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 Administrative Support and Clerical Occupations

01011 Accounting Clerk I	9.70
01012 Accounting Clerk II	11.43
01013 Accounting Clerk III	14.00
01014 Accounting Clerk IV	15.65
01030 Court Reporter	12.58
01050 Dispatcher, Motor Vehicle	13.93
01060 Document Preparation Clerk	10.02
01070 - Messenger (Courier)	7.69
01090 - Duplicating Machine Operator	10.02
01110 - Film/Tape Librarian	9.51
01115 - General Clerk I	7.75
01116 - General Clerk II	8.74
01117 - General Clerk III	9.53
01118 - General Clerk IV	10.69
01120 - Housing Referral Assistant	17.23
01131 - Key Entry Operator I	9.69
01132 - Key Entry Operator II	10.55
01191 - Order Clerk I	9.84
01192 - Order Clerk II	10.74
01261 - Personnel Assistant (Employment) I	9.30
01262 - Personnel Assistant (Employment) II	10.44
01263 - Personnel Assistant (Employment) III	12.20
01264 - Personnel Assistant (Employment) IV	15.79

01270 - Production Control Clerk	13.60
01290 - Rental Clerk	9.33
01300 - Scheduler, Maintenance	10.35
01311 - Secretary I	10.35
01312 - Secretary II	13.31
01313 - Secretary III	16.50
01314 - Secretary IV	18.33
01315 - Secretary V	20.28
01320 - Service Order Dispatcher	9.84
01341 - Stenographer I	8.71
01342 - Stenographer II	9.79
01400 - Supply Technician	19.14
01420 - Survey Worker (Interviewer)	11.57
01460 - Switchboard Operator-Receptionist	9.08
01510 - Test Examiner	13.31
01520 - Test Proctor	13.31
01531 - Travel Clerk I	9.39
01532 - Travel Clerk II	10.03
01533 - Travel Clerk III	10.71
01611 - Word Processor I	10.02
01612 - Word Processor II	11.25
01613 - Word Processor III	13.16
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.89
03041 - Computer Operator I	12.61
03042 - Computer Operator II	14.55
03043 - Computer Operator III	17.66
03044 - Computer Operator IV	18.22
03045 - Computer Operator V	20.18
03071 - Computer Programmer I (1)	14.13
03072 - Computer Programmer II (1)	17.40
03073 - Computer Programmer III (1)	20.79
03074 - Computer Programmer IV (1)	23.68
03101 - Computer Systems Analyst I (1)	19.95
03102 - Computer Systems Analyst II (1)	23.88
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.38
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	17.32
05010 - Automotive Glass Installer	13.57
05040 - Automotive Worker	13.57
05070 - Electrician, Automotive	15.06
05100 - Mobile Equipment Servicer	12.09
05130 - Motor Equipment Metal Mechanic	15.06
05160 - Motor Equipment Metal Worker	13.57
05190 Motor Vehicle Mechanic	15.06
05220 Motor Vehicle Mechanic Helper	11.33
05250 Motor Vehicle Upholstery Worker	13.57
05280 Motor Vehicle Wrecker	13.57
05310 Painter, Automotive	14.52
05340 Radiator Repair Specialist	13.57
05370 Tire Repairer	11.68
05400 Transmission Repair Specialist	15.06

07000 Food Preparation and Service Occupations	
(not set) Food Service Worker	8.48
07010 Baker	13.08
07041 Cook I	11.58
07042 Cook II	13.08
07070 Dishwasher	8.48
07130 Meat Cutter	13.08
07250 Waiter/Waitress	9.32
09000 Furniture Maintenance and Repair Occupations	
09010 Electrostatic Spray Painter	16.24
09040 Furniture Handler	10.92
09070 Furniture Refinisher	16.24
09100 Furniture Refinisher Helper	12.70
09110 Furniture Repairer, Minor	14.45
09130 Upholsterer	16.24
11030 General Services and Support Occupations	
11030 Cleaner, Vehicles	8.48
11060 Elevator Operator	8.48
11090 Gardener	11.18
11121 House Keeping Aid I	7.58
11122 House Keeping Aid II	8.48
11150 Janitor	8.48
11210 Laborer, Grounds Maintenance	9.32
11240 Maid or Houseman	7.58
11270 Pest Controller	12.34
11300 Refuse Collector	8.48
11330 Tractor Operator	10.84
11360 Window Cleaner	9.32
12000 Health Occupations	
12020 Dental Assistant	12.09
12040 Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.02
12071 Licensed Practical Nurse I	10.85
12072 Licensed Practical Nurse II	12.18
12073 Licensed Practical Nurse III	13.62
12100 Medical Assistant	10.13
12130 Medical Laboratory Technician	12.40
12160 Medical Record Clerk	9.34
12190 Medical Record Technician	12.93
12221 Nursing Assistant I	8.32
12222 Nursing Assistant II	9.35
12223 Nursing Assistant III	10.20
12224 Nursing Assistant IV	11.47
12250 Pharmacy Technician	11.63
12280 Phlebotomist	11.71
12311 Registered Nurse I	17.15
12312 Registered Nurse II	20.97
12313 Registered Nurse II, Specialist	20.97
12314 Registered Nurse III	25.39
12315 Registered Nurse III, Anesthetist	25.39
12316 Registered Nurse IV	30.43
13000 Information and Arts Occupations	
13002 Audiovisual Librarian	18.03
13011 Exhibits Specialist I	15.19

13012 Exhibits Specialist II	18.39
13013 Exhibits Specialist III	22.05
13041 Illustrator I	15.19
13042 Illustrator II	18.39
13043 Illustrator III	22.05
13047 Librarian	19.96
13050 Library Technician	11.63
13071 Photographer I	14.19
13072 Photographer II	14.73
13073 Photographer III	17.84
13074 Photographer IV	21.28
13075 Photographer V	25.76
15000 Laundry, Dry Cleaning, Pressing and Related Occupations	
15000 Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 Assembler	6.59
15030 Counter Attendant	6.59
15040 Dry Cleaner	8.03
15070 Finisher, Flatwork, Machine	6.59
15090 Presser, Hand	6.59
15100 Presser, Machine, Drycleaning	6.59
15130 Presser, Machine, Shirts	6.59
15160 Presser, Machine, Wearing Apparel, Laundry	6.59
15190 Sewing Machine Operator	8.60
15220 Tailor	9.11
15250 Washer, Machine	7.09
19000 Machine Tool Operation and Repair Occupations	
19010 Machine-Tool Operator (Toolroom)	17.82
19040 Tool and Die Maker	19.55
21000 Material Handling and Packing Occupations	
21010 Fuel Distribution System Operator	10.39
21020 Material Coordinator	13.34
21030 Material Expediter	13.34
21040 Material Handling Laborer	8.72
21050 Order Filler	9.06
21071 Forklift Operator	10.45
21080 Production Line Worker (Food Processing)	10.46
21100 Shipping/Receiving Clerk	10.04
21130 Shipping Packer	10.04
21140 Store Worker I	9.35
21150 Stock Clerk (Shelf Stocker; Store Worker II)	13.07
21210 Tools and Parts Attendant	10.82
21400 Warehouse Specialist	10.82
23000 Mechanics and Maintenance and Repair Occupations	
23010 Aircraft Mechanic	18.81
23040 Aircraft Mechanic Helper	13.97
23050 Aircraft Quality Control Inspector	19.80
23060 Aircraft Servicer	15.90
23070 Aircraft Worker	16.87
23100 Appliance Mechanic	16.24
23120 Bicycle Repairer	13.11
23125 Cable Splicer	17.58
23130 Carpenter, Maintenance	16.24
23140 Carpet Layer	15.34

23160 Electrician, Maintenance	19.77
23181 Electronics Technician, Maintenance I	18.35
23182 Electronics Technician, Maintenance II	20.39
23183 Electronics Technician, Maintenance III	21.30
23260 Fabric Worker	14.46
23290 Fire Alarm System Mechanic	17.10
23310 Fire Extinguisher Repairer	13.57
23340 Fuel Distribution System Mechanic	17.10
23370 General Maintenance Worker	15.34
23400 Heating, Refrigeration and Air Conditioning Mechanic	17.10
23430 Heavy Equipment Mechanic	17.10
23440 Heavy Equipment Operator	14.33
23460 Instrument Mechanic	17.10
23470 Laborer	9.64
23500 Locksmith	16.24
23530 Machinery Maintenance Mechanic	16.61
23550 Machinist, Maintenance	16.69
23580 Maintenance Trades Helper	12.70
23640 Millwright	17.10
23700 Office Appliance Repairer	16.24
23740 Painter, Aircraft	17.86
23760 Painter, Maintenance	16.24
23790 Pipefitter, Maintenance	17.10
23800 Plumber, Maintenance	16.24
23820 Pneudraulic Systems Mechanic	17.10
23850 Rigger	17.10
23870 Scale Mechanic	15.34
23890 Sheet-Metal Worker, Maintenance	17.10
23910 Small Engine Mechanic	15.34
23930 Telecommunication Mechanic I	17.10
23931 Telecommunication Mechanic II	18.00
23950 Telephone Lineman	17.10
23960 Welder, Combination, Maintenance	17.10
23965 Well Driller	17.10
23970 Woodcraft Worker	17.10
23980 Woodworker	13.57
24000 Personal Needs Occupations	
24570 Child Care Attendant	8.94
24580 Child Care Center Clerk	11.56
24600 Chore Aid	8.55
24630 Homemaker	13.98
25000 Plant and System Operation Occupations	
25010 Boiler Tender	18.06
25040 Sewage Plant Operator	17.86
25070 Stationary Engineer	18.81
25190 Ventilation Equipment Tender	12.70
25210 Water Treatment Plant Operator	16.24
27000 Protective Service Occupations	
(not set) Police Officer	14.75
27004 Alarm Monitor	11.45
27006 Corrections Officer	13.20
27010 Court Security Officer	13.69
27040 Detention Officer	13.20

27070 Firefighter	13.52
27101 Guard I	8.50
27102 Guard II	13.17
28000 Stevedoring/Longshoremen Occupations	
28010 Blocker and Bracer	12.85
28020 Hatch Tender	12.85
28030 Line Handler	12.85
28040 Stevedore I	12.16
28050 Stevedore II	13.67
29000 Technical Occupations	
21150 Graphic Artist	18.14
29010 Air Traffic Control Specialist, Center (2)	29.10
29011 Air Traffic Control Specialist, Station (2)	20.07
29012 Air Traffic Control Specialist, Terminal (2)	22.09
29023 Archeological Technician I	13.54
29024 Archeological Technician II	16.17
29025 Archeological Technician III	18.39
29030 Cartographic Technician	19.10
29035 Computer Based Training (CBT) Specialist/ Instructor	22.51
29040 Civil Engineering Technician	16.72
29061 Drafter I	13.02
29062 Drafter II	14.63
29063 Drafter III	16.14
29064 Drafter IV	18.39
29081 Engineering Technician I	13.51
29082 Engineering Technician II	15.27
29083 Engineering Technician III	17.16
29084 Engineering Technician IV	19.84
29085 Engineering Technician V	23.62
29086 Engineering Technician VI	28.57
29090 Environmental Technician	17.75
29100 Flight Simulator/Instructor (Pilot)	25.94
29160 Instructor	18.88
29210 Laboratory Technician	16.91
29240 Mathematical Technician	19.54
29361 Paralegal/Legal Assistant I	13.88
29362 Paralegal/Legal Assistant II	18.34
29363 Paralegal/Legal Assistant III	22.43
29364 Paralegal/Legal Assistant IV	28.38
29390 Photooptics Technician	17.75
29480 Technical Writer	23.91
29491 Unexploded Ordnance (UXO) Technician I	18.49
29492 Unexploded Ordnance (UXO) Technician II	22.37
29493 Unexploded Ordnance (UXO) Technician III	26.81
29494 Unexploded (UXO) Safety Escort	18.49
29495 Unexploded (UXO) Sweep Personnel	18.49
29620 Weather Observer, Senior (3)	18.46
Weather Observer, Combined Upper Air and Surface Programs (3)	16.56
29622 Weather Observer, Upper Air (3)	16.56
31000 Transportation/ Mobile Equipment Operation Occupations	
31030 Bus Driver	10.77
31260 Parking and Lot Attendant	6.72
31290 Shuttle Bus Driver	10.11

31300 Taxi Driver	7.80
31361 Truckdriver, Light Truck	10.11
31362 Truckdriver, Medium Truck	10.77
31363 Truckdriver, Heavy Truck	13.07
31364 Truckdriver, Tractor-Trailer	13.07
99000 Miscellaneous Occupations	
99020 Animal Caretaker	10.07
99030 Cashier	7.30
99041 Carnival Equipment Operator	10.84
99042 Carnival Equipment Repairer	11.58
99043 Carnival Worker	8.48
99050 Desk Clerk	8.94
99095 Embalmer	17.39
99300 Lifeguard	9.72
99310 Mortician	17.03
99350 Park Attendant (Aide)	12.20
99400 Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.39
99500 Recreation Specialist	12.39
99510 Recycling Worker	10.84
99610 Sales Clerk	9.59
99620 School Crossing Guard (Crosswalk Attendant)	8.48
99630 Sport Official	8.77
99658 Survey Party Chief (Chief of Party)	16.86
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.64
99660 Surveying Aide	9.96
99690 Swimming Pool Operator	14.23
99720 Vending Machine Attendant	11.80
99730 Vending Machine Repairer	14.23
99740 Vending Machine Repairer Helper	11.80

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance: The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)} Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed. The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage

rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees. Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

SITE VISIT INFORMATION SHEET

SITE VISIT INSTRUCTIONS

(And Sign-Up Sheet)

MAINTENANCE OF UNDERGROUND STORAGE TANKS

FORT BRAGG, NC

SITE VISIT ON SOLICITATION DABK07-03-R-0024**Maintenance of Underground Storage Tanks**

A SITE VISIT WILL BE HELD ON Wednesday, September 10, 2003, 0900 ET at

Fort Bragg Directorate of Contracting, Acquisition Division (Team 1)
Attn: AFCA-SR-BR
Bldg 1-1333 Armistead and Macomb Streets
Fort Bragg, NC 28310-5000.
Contact: Umetria Thomas
Telephone: (910) 396-4362 x. 216
Email: thomasuw@bragg.army.mil

See FAR Provision 52.237-1 for additional site visit information.

IF YOU PLAN TO ATTEND THIS SITE VISIT, PLEASE RETURN THIS FORM NOT LATER THAN 3:00 P.M., Friday, September 5, 2003. THE FORM MAY BE FAXED TO (910) 396-5603, EMAILED TO: thomasuw@bragg.army.mil OR MAILED TO: DIRECTORATE OF CONTRACTING, ATTN: UMETRIA THOMAS, BUILDING 1-1333, FORT BRAGG, NORTH CAROLINA 28310-5000.

QUESTIONS CONCERNING THIS SITE VISIT SHOULD BE DIRECTED TO UMETRIA THOMAS, CONTRACT SPECIALIST, AT (910) 396-4362 EXTENSION 216 (**NO COLLECT CALLS ACCEPTED**). QUESTIONS WILL BE CONSIDERED AND ANSWERED ONLY IF RECEIVED BY 12:00 p.m. (noon), Monday, September 15, 2003.

NOTICE OF INTENT TO ATTEND SITE VISIT ON
SOLICITATION DABK40-03-R-0024

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

NAME OF INDIVIDUAL(S) PLANNING TO ATTEND:

